

ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the day of November 2, 2017, by and between the CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and INLAND POTABLE SERVICES, INC., party of the second part, hereinafter called the CONTRACTOR.

It is understood Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

POTABLE WATER RESERVOIR CLEANING AND INSPECTION PROJECT 2017

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

- a. Plans prepared for same by : n/a
numbered n/a
and dated n/a
- b. Advertisement for Bids.
- c. The Accepted Bid, dated September 26, 2017
- d. Instructions to Bidders.
- e. Specifications consisting of:
 - 1) Special Provisions.
 - 2) City of Fairfield Standard Details and Specifications, 2015 or current edition.
 - 3) Standard Specifications issued by State of California, Department of Transportation, Division of Highways, dated 2015.
- f. Performance Bond, dated OCT. 23, 2017.
- g. Labor and Material Bond, dated OCT. 23, 2017.
- h. Addendum No. 1 dated September 14, 2017.

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. The work shall be completed within **Thirty (30)** working days after the date of written notice to proceed.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" (LDs) an amount equal to **Five Hundred Dollars (\$500)** for each calendar day or fraction thereof that expires after the time specified herein of the Contractor to complete the work and the facility or improvements are useable for its intended use. LDs shall apply cumulatively and shall be presumed to be damages suffered by the City resulting from delay in the completion of work.
- d. Liquidated Damages for delay in completion of work shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues when applicable, suffered by the City as a result of delay. LDs shall not cover the cost to complete the work, damages resulting from defective work, costs of substitute facilities, or damages suffered by others who seek to recover their damages from the City (for example, delay claims from other contractors, subcontractors, tenants, or third-parties, and defense costs thereof).

III. CONTRACT SUM

- a. The CITY shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.
- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 9 of the City of Fairfield Standard Specifications and Details General Provisions.

**POTABLE WATER RESERVOIR CLEANING
AND INSPECTION PROJECT 2017**

BASE BID SCHEDULE

A: Goldridge Reservoir

Item No.	Item of Work	Unit	Quantity	Unit Price (\$)	Total Price (\$)
1	Mobilization and Demobilization	LS	1	\$934.00	\$934.00
2	Interior Cleaning	LS	1	\$3,269.00	\$3,269.00
3	De-Chlorination and Filtration	LS	1	\$467.00	\$467.00
4	Interior Inspection and Documentation	LS	1	\$701.00	\$701.00
5	Minor Spot Repairs	AL	1	\$2,000.00	\$2,000
Total Bid "A" =					\$7,371.00

B: Mangles Reservoir

Item No.	Item of Work	Unit	Quantity	Unit Price (\$)	Total Price (\$)
1	Mobilization and Demobilization	LS	1	\$934.00	\$934.00
2	Interior Cleaning	LS	1	\$2,569.00	\$2,569.00
3	De-Chlorination and Filtration	LS	1	\$467.00	\$467.00
4	Interior Inspection and Documentation	LS	1	\$467.00	\$467.00
5	Minor Spot Repairs	AL	1	\$2,000.00	\$2,000.00
Total Bid "B"					\$6,437.00

C: Martin Hill Reservoir

Item No.	Item of Work	Unit	Quantity	Unit Price (\$)	Total Price (\$)
1	Mobilization and Demobilization	LS	1	\$934.00	\$934.00
2	Interior Cleaning	LS	1	\$4,203.00	\$4,203.00
3	De-Chlorination and Filtration	LS	1	\$467.00	\$467.00
4	Interior Inspection and Documentation	LS	1	\$701.00	\$701.00
5	Minor Spot Repairs	AL	1	\$2,000.00	\$2,000.00
Total Bid "C"					\$8,305.00

D: Waterman Treatment Plant High Lift Pump Station Sump

Item No.	Item of Work	Unit	Quantity	Unit Price (\$)	Total Price (\$)
1	Mobilization and Demobilization	LS	1	\$934.00	\$934.00
2	Interior Cleaning	LS	1	\$5,137.00	\$5,137.00
3	Interior Inspection and Documentation	LS	1	\$1,401.00	\$1,401.00
4	Minor Spot Repairs	AL	1	\$2,000.00	\$2,000.00
Total Bid "D"					\$9,472.00

E: Rolling Hills Reservoir

Item No.	Item of Work	Unit	Quantity	Unit Price (\$)	Total Price (\$)
1	Mobilization and Demobilization	LS	1	\$934.00	\$934.00
2	Interior Cleaning	LS	1	\$4,203.00	\$4,203.00
3	De-Chlorination and Filtration	LS	1	\$467.00	\$467.00
4	Interior Inspection and Documentation	LS	1	\$701.00	\$701.00
5	Minor Spot Repairs	AL	1	\$2,000.00	\$2,000.00
Total Bid "E"					\$8,305.00

F: Rancho Solano 4 Reservoir

Item No.	Item of Work	Unit	Quantity	Unit Price (\$)	Total Price (\$)
1	Mobilization and Demobilization	LS	1	\$934.00	\$934.00
2	Interior Cleaning	LS	1	\$2,335.00	\$2,335.00
3	De-Chlorination and Filtration	LS	1	\$467.00	\$467.00
4	Interior Inspection and Documentation	LS	1	\$467.00	\$467.00
5	Minor Spot Repairs	AL	1	\$2,000.00	\$2,000.00
Total Bid "F"					\$6,203.00

Total Base Bid (A + B + C + D + E + F) = \$ 46,093.00

IV. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

V. WORKERS' COMPENSATION

Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF FAIRFIELD

By: for GPH
Julie B. Jurow
City Manager DIRECTOR OF PUBLIC WORKS

INLAND POTABLE SERVICES, INC.

Contractor

By: Janet Hughes

PRESIDENT

Title

Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

a. Class: A

b. Number: 941676

c. Expiration Date: 12/31/2017

FEI Number: 14-2004675

City of Fairfield
Public Works Department
 Project Bond Checklist

For all bonds required for City of Fairfield CIP project agreements the following must be **attached** with **each** bond:

- California All-Purpose Acknowledgment for Contractor;
- California All-Purpose Acknowledgment for Surety;
- Power of Attorney for any person signing as attorney-in-fact.

Project: Potable Water Reservoir

Award Amount: \$ 46,093.00

Please use the following checklist for review of contract bonds.

Item	Value	Date	Surety Rating
Payment Bond # <u>B0756471</u>	<u>\$ 46093.00</u>	<u>10/23/17</u>	<u>A+ X✓</u>
Payment Bond Attachments:	Included?	Date	
Contractor Signature Notarized	<u>yes</u>	<u>10/30/17</u>	
Surety Signature Notarized	<u>yes</u>	<u>10/30/17</u>	
Power of Attorney	<u>yes</u>		

Item <u>B0756471</u>	Value	Date	Surety Rating
Performance Bond #	<u>\$ 46093.-</u>	<u>10/23/17</u>	<u>A+ X✓</u>
Performance Bond Attachments:	Included?	Date	
Contractor Signature Notarized	<u>yes</u>	<u>10/30/17</u>	
Surety Signature Notarized	<u>yes</u>	<u>10/30/17</u>	
Power of Attorney	<u>yes</u>		

AM Best Website for Rating Services:

<http://www.ambest.com/home/default.aspx>

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to Inland Potable Services, Inc.
16297 E. Crestline Lane, Centennial CO 80015

(Name and address of Contractor)

("Contractor"), a contract (the "Contract") for the work described as follows:

**POTABLE WATER RESERVOIR CLEANING
AND INSPECTION PROJECT 2017**

WHEREAS, Contractor is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and Nationwide
Mutual Insurance Company - 1 Nationwide Plaza, Columbus, OH 43215

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of _____

Forty-six Thousand Ninty-three and no/100

Dollars (\$ 46,093.00), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs and

reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: October 23, 2017

"Contractor"

"Surety"

Inland Potable Services, Inc.

Nationwide Mutual Insurance Company

16297 E. Crestline Lane, Centennial CO 80015

1 Nationwide Plaza, Columbus, OH 43215

By:

Janet Hughes
Jan Hughes Title President

By:

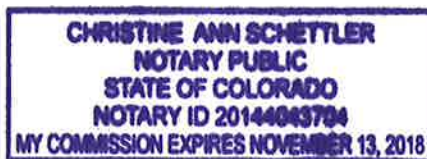
Timothy J. Mitchell
Timothy J. Mitchell Title Attorney-in-Fact

By:

Michael Kella (witness)
Title: Reg. Sales Mgr.

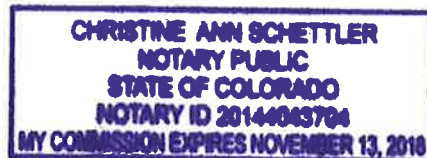
By:

Kelsey Hall
Kelsey Hall Title Witness



Christine Schettler
10-30-17

(Seal)



Christine Schettler
10-30-17

(Seal)

Note: This bond must be executed and dated, **all signatures must be notarized**, and evidence of the authority of any person signing as attorney-in-fact must be attached.

ACKNOWLEDGMENT FOR INDIVIDUAL

State of Colorado

County of Arapahoe

The foregoing instrument was acknowledged before me this

30th Day of October 2017

(date) by

Janet Hughes

(name of person acknowledged).

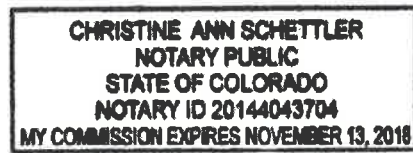
Christine Schettler

Notary Public

Print Name: Christine A. Schettler

My commission expires:

11-13-18



ACKNOWLEDGMENT FOR INDIVIDUAL

State of Colorado

County of Arapahoe

The foregoing instrument was acknowledged before me this

30th day of October, 2017 (date) by

Timothy J. Mitchell (name of person acknowledged).

Christine Schettler

Notary Public

Print Name: Christine Schettler

My commission expires:

11-13-2018



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
National Casualty Company, an Ohio corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

SCOTT E. METZGER
ANN M. RITACCO

SCOTT M. WHITE
TIMOTHY J. MITCHELL

RICHARD W. SALMON
KELSEY HALL

DENVER CO

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS

\$ 1,500,000.00

and to bind the Company thereby, as fully and to the same extent as if such Instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of May, 2017.



[Signature]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, National Casualty Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 1st day of May, 2017, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

BARRY T. BASSIS
Notary Public, State of New York
No. 02BA4656400
Qualified in New York County
Commission Expires April 30, 2019

[Signature]

Notary Public
My Commission Expires
April 30, 2019

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 23rd day of October, 2017.

This power of attorney expires: April 30, 2019

[Signature]

Assistant Secretary

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to Inland Potable Services, Inc.
16297 E. Crestline Lane, Centennial CO 80015

(Name and address of Contractor)

("Contractor") a contract (the "Contract") for the work described as follows:

**POTABLE WATER RESERVOIR CLEANING
AND INSPECTION PROJECT 2017**

WHEREAS, Contractor is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and Nationwide
Mutual Insurance Company - 1 Nationwide Plaza, Columbus, OH 43215

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of _____

Forty-six Thousand Ninty-three and no/100

Dollars (\$ 46,093.00), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Contractor's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. City is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: October 23, 2017

"Contractor"

"Surety"

Inland Potable Services, Inc.

Nationwide Mutual Insurance Company

16297 E. Crestline Lane, Centennial CO 80015

1 Nationwide Plaza, Columbus, OH 43215

By:

Janet Hughes
Jan Hughes Title President

By:

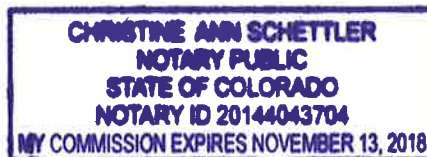
Timothy J. Mitchell
Timothy J. Mitchell Title Attorney-in-Fact

By:

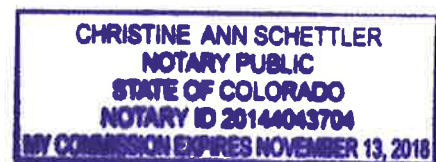
Michael Vella (Witness)
Title: Reg. Sales Mgr.

By:

Kelsey Hall
Kelsey Hall Title Witness



Christine Schettler
10-30-17



Christine Schettler
10-30-17

(Seal)

(Seal)

Note: This bond must be executed and dated, **all signatures must be notarized**, and evidence of the authority of any person signing as attorney-in-fact must be attached.

ACKNOWLEDGMENT FOR INDIVIDUAL

State of Colorado

County of Arapahoe

The foregoing instrument was acknowledged before me this

30th Day of October 2017 (date) by

Janet Hughes (name of person acknowledged).

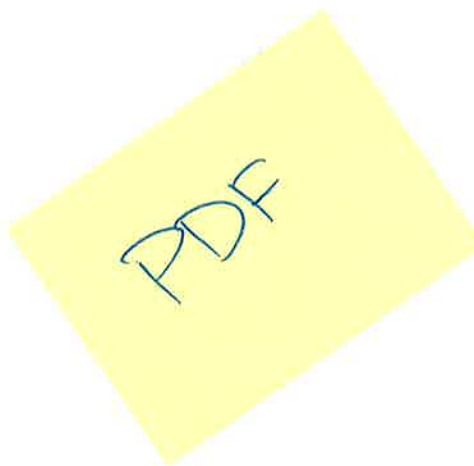
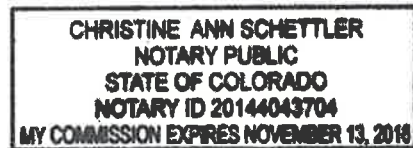
Christine Schettler

Notary Public

Print Name: Christine A. Schettler

My commission expires:

11-13-18



ACKNOWLEDGMENT FOR INDIVIDUAL

State of Colorado

County of Arapahoe

The foregoing instrument was acknowledged before me this

30th day of October 2017 (date) by
Timothy J. Mitchell (name of person acknowledged).

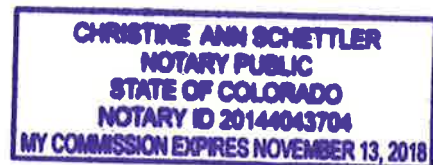
Christine Schettler

Notary Public

Print Name: Christine Schettler

My commission expires:

11-13-2018



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
National Casualty Company, an Ohio corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

SCOTT E. METZGER
ANN M. RITACCO

SCOTT M. WHITE
TIMOTHY J. MITCHELL

RICHARD W. SALMON
KELSEY HALL

DENVER CO

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS

\$ 1,500,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of May, 2017.



Antonio C. Albanese

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, National Casualty Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 1st day of May, 2017, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

BARRY T. BASSIS
Notary Public, State of New York
No. 02BA4656400
Qualified in New York County
Commission Expires April 30, 2019

Barry T. Bassis

Notary Public
My Commission Expires
April 30, 2019

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 23rd day of October, 2017.

This power of attorney expires: April 30, 2019

Laura Guy

Assistant Secretary

A.M. Best Rating Services

Nationwide Mutual Insurance Company (?)

A.M. Best #: 002358 NAIC #: 23787 FEIN #: 314177100

Mailing Address

[View Additional Address Information](#)

One West Nationwide Blvd, 1-04-701
Columbus, OH 43215-2220
United States

Web: www.nationwide.com

Phone: 614-249-7111

Fax: 866-315-1430

Financial Strength Rating



Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

[View additional news, reports and products for this company.](#)

Based on A.M. Best's analysis, 002358 - Nationwide Mutual Insurance Company is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

Best's Credit Ratings

Financial Strength Rating View Definition

Rating:	A+ (Superior)
Affiliation Code:	p (Pooled)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Negative
Action:	Affirmed
Effective Date:	October 02, 2017
Initial Rating Date:	June 30, 1929

Long-Term Issuer Credit Rating View Definition

Long-Term:	aa-
Outlook:	Negative
Action:	Affirmed
Effective Date:	October 02, 2017
Initial Rating Date:	November 24, 2004

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.
Associate Director : Raymond Thomson, CPCU, ARe, ARM
Senior Director: Gregory T. Williams

Disclosure Information



[View A.M. Best's Rating Disclosure Form](#)



[A.M. Best Revises Outlooks to Negative for Nationwide Mutual Insurance Company and Its Property/Casualty Subsidiaries](#)
October 02, 2017

Rating History

A.M. Best has provided ratings & analysis on this company since 1929.

ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the day of November 2, 2017, by and between the CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and INLAND POTABLE SERVICES, INC., party of the second part, hereinafter called the CONTRACTOR.

It is understood Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

POTABLE WATER RESERVOIR CLEANING AND INSPECTION PROJECT 2017

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

- a. Plans prepared for same by : n/a
numbered n/a
and dated n/a
- b. Advertisement for Bids.
- c. The Accepted Bid, dated September 26, 2017
- d. Instructions to Bidders.
- e. Specifications consisting of:
 - 1) Special Provisions.
 - 2) City of Fairfield Standard Details and Specifications, 2015 or current edition.
 - 3) Standard Specifications issued by State of California, Department of Transportation, Division of Highways, dated 2015.
- f. Performance Bond, dated Oct. 23, 2017.
- g. Labor and Material Bond, dated Oct. 23, 2017.
- h. Addendum No. 1 dated September 14, 2017.

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. The work shall be completed within **Thirty (30)** working days after the date of written notice to proceed.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" (LDs) an amount equal to **Five Hundred Dollars (\$500)** for each calendar day or fraction thereof that expires after the time specified herein of the Contractor to complete the work and the facility or improvements are useable for its intended use. LDs shall apply cumulatively and shall be presume to be damages suffered by the City resulting from delay in the completion of work.
- d. Liquidated Damages for delay in completion of work shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues when applicable, suffered by the City as a result of delay. LDs shall not cover the cost to complete the work, damages resulting for defective work, costs of substitute facilities, or damages suffered by others who seek to recover their damages for the City (for example, delay claims from other contractors, sub-contractors, tenants, or third-parties, and defense costs thereof.

III. CONTRACT SUM

- a. The CITY shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.
- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 9 of the City of Fairfield Standard Specifications and Details General Provisions.

**POTABLE WATER RESERVOIR CLEANING
AND INSPECTION PROJECT 2017**

BASE BID SCHEDULE

A: Goldridge Reservoir

Item No.	Item of Work	Unit	Quantity	Unit Price (\$)	Total Price (\$)
1	Mobilization and Demobilization	LS	1	\$934.00	\$934.00
2	Interior Cleaning	LS	1	\$3,269.00	\$3,269.00
3	De-Chlorination and Filtration	LS	1	\$467.00	\$467.00
4	Interior Inspection and Documentation	LS	1	\$701.00	\$701.00
5	Minor Spot Repairs	AL	1	\$2,000.00	\$2,000
Total Bid "A" =					\$7,371.00

B: Mangles Reservoir

Item No.	Item of Work	Unit	Quantity	Unit Price (\$)	Total Price (\$)
1	Mobilization and Demobilization	LS	1	\$934.00	\$934.00
2	Interior Cleaning	LS	1	\$2,569.00	\$2,569.00
3	De-Chlorination and Filtration	LS	1	\$467.00	\$467.00
4	Interior Inspection and Documentation	LS	1	\$467.00	\$467.00
5	Minor Spot Repairs	AL	1	\$2,000.00	\$2,000.00
Total Bid "B"					\$6,437.00

C: Martin Hill Reservoir

Item No.	Item of Work	Unit	Quantity	Unit Price (\$)	Total Price (\$)
1	Mobilization and Demobilization	LS	1	\$934.00	\$934.00
2	Interior Cleaning	LS	1	\$4,203.00	\$4,203.00
3	De-Chlorination and Filtration	LS	1	\$467.00	\$467.00
4	Interior Inspection and Documentation	LS	1	\$701.00	\$701.00
5	Minor Spot Repairs	AL	1	\$2,000.00	\$2,000.00
Total Bid "C"					\$8,305.00

D: Waterman Treatment Plant High Lift Pump Station Sump

Item No.	Item of Work	Unit	Quantity	Unit Price (\$)	Total Price (\$)
1	Mobilization and Demobilization	LS	1	\$934.00	\$934.00
2	Interior Cleaning	LS	1	\$5,137.00	\$5,137.00
3	Interior Inspection and Documentation	LS	1	\$1,401.00	\$1,401.00
4	Minor Spot Repairs	AL	1	\$2,000.00	\$2,000.00
Total Bid "D"					\$9,472.00

E: Rolling Hills Reservoir

Item No.	Item of Work	Unit	Quantity	Unit Price (\$)	Total Price (\$)
1	Mobilization and Demobilization	LS	1	\$934.00	\$934.00
2	Interior Cleaning	LS	1	\$4,203.00	\$4,203.00
3	De-Chlorination and Filtration	LS	1	\$467.00	\$467.00
4	Interior Inspection and Documentation	LS	1	\$701.00	\$701.00
5	Minor Spot Repairs	AL	1	\$2,000.00	\$2,000.00
Total Bid "E"					\$8,305.00

F: Rancho Solano 4 Reservoir

Item No.	Item of Work	Unit	Quantity	Unit Price (\$)	Total Price (\$)
1	Mobilization and Demobilization	LS	1	\$934.00	\$934.00
2	Interior Cleaning	LS	1	\$2,335.00	\$2,335.00
3	De-Chlorination and Filtration	LS	1	\$467.00	\$467.00
4	Interior Inspection and Documentation	LS	1	\$467.00	\$467.00
5	Minor Spot Repairs	AL	1	\$2,000.00	\$2,000.00
Total Bid "F"					\$6,203.00

Total Base Bid (A + B + C + D + E + F) = \$ \$46,093.00

IV. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

V. WORKERS' COMPENSATION

Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF FAIRFIELD

By: For 6/21/17
Julie B. Lucero
City Manager DIRECTOR OF PUBLIC WORKS

INLAND POTABLE SERVICES, INC.

Contractor

By:

Janet Hughes
PRESIDENT
Title

Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

a. Class: A
b. Number: 941676
c. Expiration Date: 12/31/2017
FEI Number: 14-2004675